

identified application are respectfully requested in view of the amendments and discussion that follows. Claims 1-38 are pending in this application. Claims 19 and 20 have been rejected under 35 U.S.C. §112, second paragraph as being indefinite. Claims 1-6, 14, 16-18, 21-26 and 33-37 have been rejected under 35 U.S.C. §102(b) as being anticipated by ftd.com. Claims 7-13 and 15 have been rejected under 35 U.S.C. §103(a) as being obvious over ftd.com. After a careful review of the claims (as amended), it has been concluded that the rejections are in error and the rejections is, therefore, traversed.

2. Claims 19 and 20 have been rejected under 35 U.S.C. §112, second paragraph as being indefinite. In response, claims 19 and 20 have been amended to clarify the scope of the claimed invention. Support for the changes to claim 19 may be found, inter alia, at page 30, line 30 to page 31, line 16. Support for identification of files describing product options may be found at page 32, lines 9-17. In addition, claims 1, 18, 19, 21 and 34 have been amended to more clearly define the invention in terms that would be well understood by those of skill in the art. Support for the amendments may be found, inter alia, at: page 9, lines 29-32; page 11, lines 6-15; page 13, lines 17-22 page 25, lines 18-23.

3. Claims 1-6, 14, 16-18, 21-26 and 33-37 have been rejected as being anticipated by ftd.com. In particular, the Examiner asserts that "Ftd.com shows a providing the third party website by a third party for ordering and selecting options available from a contractor (in this case

a florist); receiving an option form the customer; and selecting a fee based upon the selection".

As may be best understood from the Examiner's comments, the Examiner is apparently suggesting that ftd.com is somehow similar to the claimed invention. However, the claims have now been limited to "a context in which the building contractor has contracted with the customer to build or rehabilitate real estate for the customer at a building site of the real estate" and "a first website . . . for use by the customer in selecting product, service or installation service options of product, service or installation service offerings available from or through the contractor for installation at the building site under the contract to build or rehabilitate the real estate for the customer".

It is noted first, in this regard, that ftd.com is directed to the delivery (and not to any installation) of finished flower arrangements. Ftd.com is not directed to building or improving real estate. Further, flowers may be artfully or thematically arranged, but they are not "constructed" in any real sense.

There is no teaching within ftd.com of any installation of the flower arrangement, nor is there any teaching that a flower is a fixture, a building site service, labor associated with installation of a fixture or a permanent addition to the real estate (i.e., by planting). The ftd.com flowers are also not combined with other products or further constructed, combined or made into a product, larger product, or integrated into a space or location within a building of the customer. The ftd.com flowers are also not amenable to building or rehabilitating real estate as such terms are used under the invention or

as more properly used within the description as well as related to the industry of the invention or the general public's common use of such terms.

In fact, the products of ftd.com are completely different from the products of the invention is so far as they are inherently considered to be: 1) perishable, 2) seasonal, 3) gift-products, 4) novelties and 5) non-functional (other than for their aesthetic effect and good cheer), whereas the products of the invention are most often classified as 1) durable goods, 2) manufactured (not grown), 3) purchased by the end-user or his/her builder/contractor (not gifted), 4) technical (requiring instructions and/or installation) and 5) functional. The products presented by ftd.com are, in and of themselves, whole and complete "arrangements". Ftd.com provides no "build your own arrangements". Although a customer of ftd.com may select from many final product choices, ftd.com makes no attempt to combine elements from a menu of selections in order to construct the customer's own design. Thus, ftd.com provides only predetermined product choices and not the service of creating or construction new combinations or of creating customer (or location) specific solutions. Finally, ftd.com passes these customer orders directly to the designated florist and does not offer the dialogue required to resolve the complex interrelationships of interior design or interior installation or further relate the selections to other channel-partners such as builders, contractors, sub-contractors (of various fields who need to coordinate various parts of the work together), distributors, suppliers and manufactures.

As such, ftd.com does not do exactly the same thing in exactly the same way. Since ftd.com does not do exactly

the same thing in exactly the same way, the rejection is believed to be improper and should be withdrawn.

4. Claims 7-13, 15, 27-32 have been rejected as being obvious over ftd.com. In particular, the Examiner asserts that "ftd.com shows all elements of the claim except providing a hyperlink . . . a second website . . . charging a commission to the vendor supplying the advertisement".

It is noted first, in this regard, that as demonstrated above, ftd.com is directed to selling flower arrangements. Ftd.com is neither a builder nor a contractor (or sub-contractor) within the context of building, renovation or construction.

As a person of skill in the art would understand, options in the context of building construction and rehabilitation must be installed on-site to fit into the space provided. Further, because of the complexity of the choices, a person of skill in the art would expect to use a graphical interface to navigate a set of choices in selecting options. It is typical to cross-reference catalogues of choices with technical specifications and site-specific floor plans or constructions drawings in order to derive the limited selections. It is further typical to make a series of such selections in order to construct an entire room or class of products (i.e., faucet befits sink, befits countertop, befits vanity or cabinet, befits such nearby products as other faucets, hardware, plumbing fixtures, flooring, lighting fixtures, etc.). Because of the complexity of building, construction and renovation and of choosing options, a person of skill in the art of building and construction would not look to flower arrangements or on-line ordering from florists for

inspiration in providing a website for building, construction or remodeling materials or builders, construction contractors (or sub-contractors) or their related manufactured products.



The claims are limited to "a context in which the building contractor has contracted with the customer to build or rehabilitate real estate for the customer at a building site of the real estate" and "providing a first website . . . for use by the customer in selecting product, service or installation service options of product, service or installation service offerings available from or through the contractor for installation at the building site under the contract to build or rehabilitate the real estate for the customer". Ftd.com fails to teach or suggest the selection of product offerings for further installation into, or affixed to, a product space or location within real estate space of a customer to be further installed, constructed or rehabilitated by a contractor. As such, ftd.com fails to teach each and every claim limitation as required by MPEP §2143.03. Since ftd.com fail to teach each and every claim limitation, the rejection is believed to be improper and should be withdrawn.

5. Claims 39-43 have been added. Support for the subject matter of claims 39-43 may be found, inter alia, at: page 20, lines 10-16; page 21, lines 3-30, etc.

6. Allowance of claims 1-38, as now presented, is believed to be in order and such action is earnestly solicited. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, he is respectfully requested to

telephone applicant's undersigned attorney.

Respectfully submitted,
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Marked-Up Claims

1. (Once Amended) A method of servicing a customer of a building contractor by a third-party website provider in a context in which the building contractor has contracted with the customer to build or rehabilitate real estate for the customer at a building site of the real estate, such method comprising the steps of:

providing a first website by the third-party website provider for use by the customer in selecting product, service or installation service options of product, service or installation service offerings available from or through the building contractor for installation at the building site under the contract to build or rehabilitate the real estate for the customer;

receiving from the customer through the first website a selection of an option of the options provided by the building contractor; and

collecting a fee or commission based upon the received selection made by the customer.

18. (Once Amended) The method of servicing a customer of a building contractor as in claim 1 further comprising providing a third website for access by a general public for general information on features, such as products or fixtures to be installed on-site, building contractor services, labor and/or installation provided by the building contractor through the third party website.

19. (Once Amended) The method of servicing a customer of a building contractor as in claim 1 further comprising exchanging product, service, labor, installation and/or

design files between the builder and a third party contracting designer for identification of product options provided by the first website.

- ✓ 21. (Once Amended) An apparatus for servicing a customer of a building contractor by a third-party website provider in a context in which the building contractor has contracted with the customer to build or rehabilitate real estate for the customer at a building site of the real estate, such apparatus comprising:

means for providing a first website by the third-party website provider for use by the customer in selecting product, service or installation service options of product, service or installation service offerings available from the building contractor for installation into a product space at the building site under the contract to build or rehabilitate the real estate between the building contractor and the customer;

means for receiving from the customer through the first website a selection of an option of the options provided by the building contractor; and

means for collecting a commission based upon the received selection made by the customer.

34. (Once Amended) An apparatus for servicing a customer of a building contractor by a third-party website provider in a context in which the building contractor has contracted with the customer to build or rehabilitate real estate for the customer at a building site of the real estate, such apparatus comprising:

a first website provided by the third-party website provider for use by the customer in selecting product,

service or installation service options of product, service or installation service offerings available from the building contractor for installation at the building site into the building or rehabilitation of the real estate by the building contractor for the customer;

a selection processor receiving from the customer through the first website a selection of an option of the options provided by the building contractor; and

a commission processor adapted to collect a commission based upon the received selection made by the customer.

39. The method of servicing the customer as in claim 1 wherein the product, service or installation service offerings further comprise fixtures to be delivered for installation and/or installed within the building or renovation of the real estate by the building contractor for the customer.

apparatus
40. The method of servicing the customer as in claim 21 wherein the product, service or installation service offerings further comprise fixtures to be installed within the building or renovation of the real estate by the building contractor for the customer.

42. The method of servicing the customer as in claim 34 wherein the product, service or installation service offerings further comprise fixtures to be installed within the building or renovation of the real estate by the building contractor for the customer.

apparatus
43. The method of servicing the customer as in claim 34 further comprising providing a virtual showroom of product

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offering to the customer by the third-party website
provider.